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UNITED NATIONS CONFERENCE ON THE LIABILITY OF OPERATORS OF TRANSPORT TERMINALS IN INTERNATIONAL TRADE

FIRST COMMITTEE

SUMMARY RECORDS OF THE 1st, 2nd, 7th to 11th, 14th and 16th MEETINGS

Held at the Austria Center Vienna,
from 2 to 19 April 1991

Corrigendum

This corrigendum contains corrections applying to the English text of the summary records of the 1st, 2nd, 7th to 11th, 14th and 16th meetings of the First Committee of the United Nations Conference on the Liability of Operators of Transport Terminals in International Trade, these meetings having been covered by summary records.

With the issuance of this corrigendum, the records of the above-mentioned meetings are to be considered final.

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Paragraph 38

Line 7: after Convention insert on the liability of terminal operators

Paragraph 40

At the beginning of the paragraph insert

Stevedores are not carriers. Stevedores can share the carrier's $500 per package protection and the one year time bar through carefully drawn clauses in Ocean bill of lading specifically extending such protection. Thus,

Paragraph 44

Line 9: for When they did so, they charged extra. read Unless they did so, stevedores charged extra.

Line 10: for in the same way as read no worse than

Line 11: after carriers insert because of this Convention

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Paragraph 9

Line 4: after had insert under Hague-Visby Rules

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Paragraph 56

Line 1: for Ms. JØRGENSEN read Ms. SKOVY

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Paragraphs 29 and 68

Line 1: for Mr. WEISER read Mr. BRUNN

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Paragraph 28

Line 1: for Mr. WEISER read Mr. BRUNN

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Paragraph 2

Line 2: for a package and freight unit read the number of packages or freight units

Paragraph 7

For the existing text substitute

7. Mr. SCHROCK (Germany) said that paragraph 2 of his delegation's proposal would have to be redrafted to adapt it to the Committee's decision not to delete article 6 (1) (b).

Paragraph 19

Line 1: for Mr. WEISER read Mr. BRUNN

Paragraph 23

Penultimate line: for cargo read tonnage

Paragraph 27

For the existing text of the last nine lines substitute

Conventions concerned with the liability of the carrier, whether by sea or any other mode, deal with a quantifiable maximum loss - at worst the loss of the entire cargo of a single vessel. The terminal operator was in a completely different position. He could have potentially enormous values at stake in the terminal, equivalent to the entire cargoes of many ships. If he faced unlimited accumulation of liability after an accident, even if each individual claim was limited, he would have to buy extra insurance to protect himself against the highest possible aggregate liabilities he could be exposed to. This could be far above the highest liability faced by even the largest vessel. The cost of liability insurance would rise steeply with the increase in the liability limits, because of the need for additional re-insurance protection. This was especially true in developing countries where the local insurance market usually did not have the high capacity available in some developed countries. Developing country insurers had to rely on re-insurance protection from the West and if they had to provide far higher cover for terminal operators they would have to buy yet more re-insurance, leading to a greater drain on their countries' scarce foreign exchange resources. The terminal operator would have to bear this cost.

Paragraph 28

Line 3: after maximum insert even if he had been prepared to pay the high premium

Paragraph 38

Line 18: for sector read factor

Line 19: after paragraph 3 (b) of insert part II of the observations made by the Federal Government of Germany as contained in

Paragraph 45

Line 1: for Mr. WEISER read Mr. BRUNN

Paragraph 46

Line 5: for Admittedly, read The new Convention especially the provisions on the basis of liability and on the limits of liability and

Line 7: after operators insert at present

Line 9: for relatively low read to a relatively low level which has an educational and cautionary value

Lines 13 and 14: for a new idea read introducing a limit where there is none at present

for bought read buy

Line 15: for indefinitely read in the future

Line 19: for in order to avert read with

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Paragraph 28

Line 9: after insurers insert of the liability of the terminal operator

Line 11: at the beginning of the sentence insert In practice this would often mean a double insurance of the goods

Paragraph 29

For the existing text of the last sentence substitute

Her delegation's proposal was all the more necessary in view of the fact that, under article 5, the operator is also liable for his servants or agents acting outside the scope of their employment. In which case article 8 is also applicable.

Paragraph 36

The last sentence should read

He pointed out that in case an insurance cover for such liability would be available the increased cost of that insurance cover would ultimately be borne by the consumer and would thus have economically disastrous repercussions.

Paragraph 46

Lines 4 and 5: for oversight; such a reference appeared twice in paragraph (2) read oversight, given that paragraph (2) referred to "another person"

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Paragraphs 5, 9 and 11

Line 1: for Mr. OCHIAI read Mr. FUSAMURA

Paragraph 71

Line 13: for of the read of a

Line 14: for over the read over this

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Paragraph 5

Line 9: before Convention insert present